

**NEGOTIATED AGREEMENT**  
**BETWEEN**  
**THE LINCOLN COUNTY SCHOOL DISTRICT**  
**AND**  
**THE LINCOLN COUNTY ASSOCIATION**  
**OF SCHOOL PERSONNEL**

**MASTER CONTRACT**  
**2012 - 2014**

## TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
	Preamble	
I	Recognition	02
II	Definitions	02
III	Grievance Procedure	03
IV	Association Rights	06
V	Travel Requests & Reimbursements	07
VI	Employment of Support Employees	08
VII	Annual Leave (Vacation)	09
VIII	Sick Leave	09
IX	Group Insurance	11
X	Protection for Support Employees	12
XI	Corrective Discipline & Termination	12
XII	Safety and Health	16
XIII	Support Employees Personnel Files	16
XIV	Support Employees Evaluation & Supervision	16
XV	Non Discrimination	17
XVI	Retirement	17
XVII	Dues Deductions	17
XVIII	Transfer	17
XIX	Reduction in Force Policy	18
XX	Compensation	19
XXI	Working Conditions	20
XXII	Successorship	22
XXIII	General Saving Clause	23
XXIV	Terms of Agreement	24
Appendix A	Salary Matrix	

## PREAMBLE

This Agreement is made and entered into by and between the LINCOLN COUNTY SCHOOL DISTRICT and the LINCOLN COUNTY ASSOCIATION OF SCHOOL PERSONNEL, This Fourteenth (14<sup>th</sup>) Day of February, 2013.

It is mutually agreed the ultimate responsibility for establishing reasonable rules rests with the Board of Trustees of the Lincoln County School District. Those rules established during the term of this Agreement shall not be inconsistent with this Agreement. The Association agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of this Agreement and reasonable policies established by the School Trustees. The Association will use its best endeavors to protect the interests of the Lincoln County School District, its employees and the Association, conserve property, protect the interests of the public, and give service of the highest quality.

Members of Lincoln County Association of School Personnel in the School District have the right to join, or not join, any organization for their professional or economic improvements.

NOW, THEREFORE, IT IS AGREED:

## ARTICLE I RECOGNITION

- 1-1 The District recognizes the Association as the exclusive representative of all education support employees employed by the District.

## ARTICLE II DEFINITIONS

- 2-1 The term "negotiations law" as used in this agreement, shall refer to Chapter 650 of the Statutes of Nevada enacted by the 1969 Legislature and as amended, (commonly known as the Local Employee Management Relations Act).
- 2-2 The term "employee," as used in this agreement, means a regular status education support employee working four (4) or more hours per day or twenty (20) hours or more per week holding a position on the Lincoln County Association of School Personnel Salary Schedule, a member of the bargaining unit represented by the Association as defined by NRS 288.028, and eligible for membership in the Association.
- 2-3 The term "association," as used in this agreement, shall mean the Lincoln County Association of School Personnel, and is the entity known as the Employee Organization as defined in N.R.S. - 288.040.
- 2-4 The term "school trustees," as used in this agreement, shall mean the Board of School Trustees of the Lincoln County School District, and is the entity as defined in the Local Government Employer in S.N. 650, Sec.7. (N.R.S. 288.060)
- 2-5 The term "school trustee" and "association" shall include authorized officers, representatives, and agents. Despite references herein to "school trustee" and "association" as such, each reserves the right to act hereunder by committees or by designated representatives.
- 2-6 The term "school district" as used in this agreement, shall mean the Lincoln County School District.
- 2-7 The term "superintendent," as used in this agreement, shall mean the Superintendent of Schools of the Lincoln County School District or his designated representative.
- 2-8 The term "Contracted School Year," as used in this agreement, shall mean the period of time between the first contracted day in the fall to the last contracted day in the spring for 9 (nine) and 10 (ten) month employees. From July 1 to June 30 for 12 (twelve) month employees.
- 2-9 The term "Immediate Family," as used in this agreement shall mean mother, father, husband, wife, son, daughter, brother, sister, aunt, uncle, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-parents, step-children, half-brother, half-sister, grandchildren, grandparents, or any relative living in the immediate household of the employee.

- 2-10 The term "board," as used in this agreement, means the Local Government Employee-Management Relations Board, as defined in S.N. 650, Sec. 4 (N.R.S. 288.030).
- 2-11 The term "Agreement," as used in this agreement, shall refer to the name of this document being the "Professional Negotiations Agreement between the Lincoln County School District and the Lincoln County Association of School Personnel.
- 2-12 The term "consultant," shall mean any person requested by either the association or the school trustees to provide assistance in the negotiations process.
- 2-13 The term "contract days," as used in this agreement, shall mean support employee employment days.
- 2-14 The term "Work Year," as used in this Agreement, refers to a variable period of time. The work year for employees covered by this Agreement will vary based upon job classification and assignment. The work year may be nine (9) months or less, ten (10) months, eleven (11) months, or twelve (12) months in length. Employee compensation and benefits provided for under this Agreement are to be accrued based upon the employee's work assignment, which are the actual days or hours of employment only. The minimum number of work days in a work assignment shall be one hundred eighty (180) days for nine (9) month employees, two hundred (200) days for ten (10) month employees, two hundred twenty (220) days for eleven (11) month employees, and two hundred sixty (260) days for twelve (12) month employees (that includes paid federally recognized holidays).
- 2-15 An "accrual day" shall be based upon the 5-day work week scale below:

5-day work week	4-day work week	Work Week for 9/10 month Employees	Accrued Leave for 9/10 month Employees
8 hours	10 hours	40 hours	120 hours
7 hours	8.25 hours	35 hours	105 hours
5.6 hours	7 hours	28 hours	84 hours

5-day week	4-day week	Employees 9 month	Employees 12 month
8 hours	10 hours	40 hours	144 hours

Usage based on working either a 5-day or 4-day week.

\* Employees working 8.75 hours are actually working 8.25 hours daily and will be required to work an additional 72 hours during the year with supervisor direction.,

### ARTICLE III GRIEVANCE PROCEDURE

- 3-1 A grievance is a disagreement between an individual, or the Association, and the employer

concerning interpretation, application, or enforcement of the terms of this agreement.

3-2 For the purpose of this article, a "working day" is defined as any calendar day that the school offices are open for business.

3-3 If a grievance exists, the following steps shall be taken to resolve the grievance:

The parties acknowledge that it is usually most desirable for a support employee and the immediately involved supervisor to resolve problems through free and informal communications. Accordingly, any grievance may first be discussed with the aggrieved party's immediate supervisor, with the objective of resolving the matter informally.

#### Step 1 - School Principal-Immediate Supervisor

Within ten (10) working days after the occurrence, or of knowledge of the act or condition which is the basis of the complaint, the written grievance may be presented to the aggrieved party's immediate supervisor. The immediate supervisor will answer the grievance, in writing, within (5) working days.

#### Step 2 - Superintendent of Schools

If the aggrieved party is not satisfied with the disposition of its grievance at step 1, the party may file the written grievance with the Superintendent within (5) working days. The Superintendent or a designee will meet with the aggrieved party, the Principal or immediate appropriate supervisor, or both, in an effort to resolve the grievance. Such a meeting will take place within five (5) working days after receipt of the grievance by the Superintendent. The Superintendent shall, within five (5) working days after this meeting render a decision, in writing, to the aggrieved party.

#### Step 3 -Grievance Mediation

If the aggrieved party is not satisfied with the disposition of the grievance in Step 2, then the aggrieved party may present the grievance to Mediation within five (5) working days after receiving the Superintendent's response in Step 2.

##### Procedure for Grievance Mediation:

1. The Superintendent must respond to a Grievance request for Mediation within five (5) workdays.
2. The Mediator will be obtained from the Federal Mediation and Conciliation Service.
3. Both parties agree to comply with the rules and procedures of the Federal Mediation and Conciliation Service.
4. The Mediator shall confer with the Superintendent or his Designee and the Organization, and hold a hearing within thirty (30) days or less.
5. If no solution is reached to the satisfaction of both parties, the Grievance and all information in Steps 1 and 2 shall be moved to Step 4.

#### Step 4 - Binding Arbitration

If the aggrieved party is not satisfied with the disposition of the grievance in Step 3, then the aggrieved party may present the grievance to binding arbitration within five (5) working days after the Trustees respond.

Within five (5) days after written notice of submission to arbitration, the Superintendent and the aggrieved party will agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested and of recognized competence. If, within five (5) days, the parties are unable to agree upon an arbitrator, a request for a list of seven (7) arbitrators will be made to the American Arbitration Association (AAA) by either party.

Within five (5) days after receipt of the list from the AAA, the parties will select an arbitrator from the list by alternately striking one name until the name of one arbitrator remains who will be the one to hear the dispute in question.

The arbitrator so selected shall confer with the Superintendent and the Association and hold hearings promptly and shall issue, to the Trustees and the Association, his/her decision, along with reasoning and recommendations, not later than twenty (20) calendar days from the date of the close of the hearings or, if oral hearings have been waived, from the date the final statement and proofs are submitted to him/her.

The arbitrator will consider the grievance and render a decision which will be final and binding upon the parties.

#### 3-4 Arbitration Costs

The costs of all arbitration shall be borne as follows:

- a. The expenses, wages, and other compensations of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred, such as professional services, consultations, preparation of briefs and data to be presented to the arbitrator shall be borne separately by the respective parties.
- b. The Arbitrator's fees and expenses, and the cost of any hearing room shall be borne by the losing party to the arbitration. The arbitrator shall determine the losing party. In the event of a split decision the arbitrator shall determine the portion of the total cost to be borne by each party.

#### 3-5 Individual Rights

Nothing contained in this article shall preclude an employee or the Association, with or without representation, from bringing a problem through the chain of command to the Trustees on an informal and oral basis.

#### 3-6 Rights to Representation

- a. At least one Association representative will be present for any meeting, hearing, appeal, or other proceeding relating to a grievance, which has been presented

under this article

- b. If, in the judgment of the Association, a grievance affects a group of support employees or the Association, the Association may initiate and submit such grievance even though there is no individual aggrieved person who wishes to do so. Such grievances will commence at Step 1 unless they involve administration above the building level whereupon they may be filed at Step 2.
- c. When it is necessary for the Association to investigate a formal grievance or to attend a meeting or hearing held in connection therewith, upon request to the immediate supervisor, the grievant and one (1) Association representative will be released from normal duties, without loss of pay, in order to do so.

### 3-7 No Reprisal

No reprisal of any kind will be taken by the Trustees or the administration against any person because of participation in this grievance procedure.

### 3-8 Cooperation of the Employer and Association

The Trustees and the administration will cooperate with the Association in its investigation of any grievance, and both parties will furnish such relevant information as is requested for the processing of any grievance.

### 3-9 Exclusive Remedy

The sole remedy available for any alleged breach of this contract or an alleged violation of rights hereunder granted shall be pursuant to the forgoing grievance procedure prior to taking any other action.

### 3-10 Arbitrators Authority

The decision of the Arbitrator shall be final and binding. The Arbitrator shall not add to, subtract from, or modify any of the terms of this Agreement, or any supplementary Agreement. The award of the Arbitrator shall be based exclusively on the evidence presented at the hearing.

## ARTICLE IV ASSOCIATION ACTIVITIES

- 4-1 The school trustees hereby agree that every supporting employee of the school district shall have the right to freely join the association for the purpose of supporting the cause of education and welfare of the support employees, and shall not in any manner interfere or discourage nor allow any of its employees to interfere with such activity.
- 4-2 The school trustees will not discharge, dismiss, or discriminate against any support employee by reason of his membership in the association or his participation in any grievance.

- 4-3 The association, along with other employee associations, shall be allowed time for meetings after the completion of the first general session of all employees, at the beginning of each school year.
- 4-4 The association agrees that all of its activities will be conducted so as not to interfere with support employees' regular duties and obligations. This will not be construed so as to prevent support employees from participating in the fact finding process of the Local Government Employee-Management Relations Act.
- 4-5 The association shall have the right to place, in a reasonable manner, appropriately identified notices, circular and other materials on school faculty bulletin boards and in the support employees' mail boxes.
- 4-6 The association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, scheduling such with the principals of the school, provided that this shall not interfere with or interrupt normal school operations.
- 4-7 The association will not send notices home with students and will not discuss association business with students.
- 4-8 The association shall have the privilege of using school facilities and equipment including computers, typewriters, mimeographing machines and other duplication equipment, calculating machines and audiovisual equipment at reasonable times, providing this shall not interfere with normal school use and used for purposes other than partisan politics. Materials and labor shall be supplied at association expense.
- 4-9 Deduction of association dues shall be made on the average monthly basis, equal to the annual amount, and may be requested by new members at any time during the school year.
- 4-10 The duly authorized representatives of the association and the organizations with which the association is affiliated, not employed by the Lincoln County School District shall be permitted to discuss matters pertaining to association business only after dismissal of the students and with the approval of the school principal.
- 4-11 Upon a five (5) day written notification from the Association President to the Immediate supervisor of the school of the affected by a member's absence (whether the president of the association and/or her/his designee) – and as approved by the superintendent – association member (  $0.35 \times N$  ). Leave will be granted at not less than 10 days and no more than 20 days in a school year. The number of association days will be calculated from the total association membership as of July 1<sup>st</sup> of each year.

#### ARTICLE V TRAVEL REQUESTS AND REIMBURSEMENT

- 5-1 The school district shall reimburse any support employee for travel required for school business at the standard district formula.

- 5-2 Support employees may visit other schools or special meetings and workshops with released time and/or travel expenses paid if:
- a. Support employee is requested by the superintendent to attend for purpose deemed beneficial to the school district.
  - b. Principal recommends in writing, that support employee attendance will be beneficial to his school and receives written affirmation from the superintendent.
- 5-3 In the event estimated expenses for the above exceed \$1,000, approval of the board of school trustees must be given prior to visitation.

## ARTICLE VI EMPLOYMENT OF SUPPORT EMPLOYEES

- 6-1 All vacancies which occur in the school district in existing or new permanent support employee positions during the school year will be posted within the school district prior to advertising outside of the district and prior to the selection of a person to fill the vacancy.
- These vacancies will be posted for 5 days at each work site. During the summer months, all vacancies will be posted at a designated work site for each geographic area of the school district. The posted notice will have the required skills, knowledge and experience required for each position. Applications from currently employed support employees will be accepted and given consideration with new applications for transfer or promotions into positions for which they are qualified and have previous work experience.
- 6-2 It is agreed that principals should have the opportunity when ever possible to interview prospective support employees who may be under their jurisdiction, and fill the particular support assignment.
- 6-3 Support employees will be given their individual contracts at least thirty (30) days after the contract has been ratified by the Association and the Lincoln County Board of School Trustees. Support employees shall be given at least ten (10) days to examine their own individual contract before it must be signed and returned to the district office.
- 6-4 Any incident or parent complaint that results in a disciplinary action, direction for change or a negative evaluation will be called to the Employee's attention, in writing, within ten (10) school days after the site administrator and/or the Superintendent has been notified of the incident. No support employee should be reprimanded or disciplined publicly.
- 6-5 When notified in writing by the LCASP, the employer shall immediately begin negotiations on any action that has an adverse impact on any bargaining unit member in order to comply with the Elementary and Secondary Act of 2001.
- 6-6 LCASP members at each school site will be represented in the formation of any school improvement plan for that site. These individuals shall point out any proposed provisions

which might alter, modify, violate or supersede, this Agreement.

- 6-7 If a paraprofessional has been determined by the Nevada Department of Education as meeting the requirements of the No Child Left Behind Act, then he/she shall be considered by this school district as meeting the requirements of this act.
- 6-8 Paraprofessionals must earn a minimum of six (6) semester hours of credit every five (5) years to be eligible for continued employment and compensation as noted on the salary matrix found in Appendix A. Lincoln County School District provides In-service classes to District Personal. Those who participate in each class will be given credits for re-certification as approved by NDOE. These credits shall be used towards the 6 credits needed per the requirements as stated in Article.
- 6-9 Other support employees who wish to attend district provided professional development training sessions may do so with the prior approval of their supervisor.

#### ARTICLE VII ANNUAL LEAVE (VACATION)

- 7-1 Fringe benefits include two weeks annual vacation for 12 (twelve) month support employees and regular school vacations for employees on a school-year basis. After 10 (ten) years service, 12 (twelve) month employees will be entitled to three weeks paid vacation.
- 7-2 Full time employees who are contracted on a twelve (12) month basis may accumulate unused leave at a rate not to exceed fifteen (15) days per year to a maximum of forty five days (45). Any leave in excess of forty five (45) days shall be considered null and void at the end of the contract year. In schools working a four-day school week, these days are based on the number of hours per week worked by individual employees. Employees working 35 hours per week will be limited to 105 hours of accrued leave per year and employees working 40 hours per week will be limited to 120 hours of accrued leave per year. For employees working a four-day school week, days off will be deducted based on number of hours worked per day during the 4 day work week.
- 7-3 Vacation days must be approved by the immediate supervisor a minimum of 48 hours prior to be taken.

#### ARTICLE VIII LEAVES

##### SICK LEAVE AND DISABILITY AND BENEFITS

- 8-1 Nine (9) and ten (10) month support persons shall be credited with fifteen (15) days of sick leave at the beginning of each school year. In schools working a four-day school week, these days are based on the number of hours per week worked by the individual employee. Nine and ten month support persons working 40 hours per week will be credited with 15 days times 8 hours or 120 hours of sick leave. Nine and ten month support persons

working 35 hours per week will be credited with 15 days times 7 hours or 105 hours of sick leave. Sick leave will be used in hours corresponding to actual hours not worked. Twelve (12) month support persons shall be credited with eighteen (18) days of sick leave at the beginning of each school year. Unused sick leave shall accumulate without limit. Support persons who begin service later in the school year will be credited with a prorated number of days of sick leave for the balance of the school year, on a basis of one and one-half (1 ½) days of sick leave for each school month of service to be performed during that year. Support persons who leave the district prior to the end of the school year shall only be given their prorated share of sick leave predicated on a basis of one and one-half (1 ½) days per month worked. Work hours are defined in Article 2-15 of this Negotiated Agreement.

- 8-2 A support employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available will be granted a leave of absence without pay for the duration of such illness or disability, to the end of the contract year. This leave may be renewed each year by the school trustees upon written request of the support employee
- 8-3 Leave with pay, within the limits of the sick-leave policy, for elective surgery shall be allowed provided the attending physician certifies that the elective surgery should not be postponed. Verification from the attending physician may be required. Twelve (12) month employees are exempt from the verification provision.
- 8-4 Support employees shall be granted up to seven (7) consecutive days, with pay to be deducted from sick leave to attend the funeral of a member of the immediate family. Request for extension of this leave shall be directed to the superintendent and approved by the board of trustees.
- 8-5 Support employees may be granted a leave of absence with pay to be deducted from sick leave, from one to ten (1 to 10) days, to any support employee unavoidably absent because of serious illness or serious accident within the immediate family.
- 8-6 Support employees leaving the employment of the district shall be paid twenty-one percent (21%) but not less than \$22.00 per day for each day of unused sick leave, up to two hundred fifty days (250 days), providing they have ten (10) consecutive years of contracted employment with the district and have not been dismissed. In schools working a four-day school week, these days are based on the number of hours per week worked by the individual employee divided by five (5).

#### 8-7 COMMUNITY SERVICE AND UNFORESEEN CIRCUMSTANCES

Leave of absence for participation in civic or community activities. Five (5) days may also be given, upon notification to the supervisor, by a support employee, for leave for unforeseen circumstances as cannot reasonably be foreseen under normal circumstances. If a support person has leave in both areas under this section his total leave shall not exceed five (5) days.

#### 8-8 MILITARY LEAVE

Support employees who must serve under involuntary order in military programs shall have no loss of salary from the school district for participation in such programs for up to fifteen

(15) days per school year.

#### 8-9 PROFESSIONAL LEAVE

With the approval of the immediate supervisor, superintendent, and the school trustees, leave will be granted for the purpose of attending professional meetings, conventions, conferences, assemblies, with no deduction from salary if it is thought that such attendance will render a service of value to the Lincoln County School District. At the discretion of the school trustees, per diem and/or travel may be provided by the district. (Refer to Article V-3)

#### PERSONAL LEAVE

8-10 At the beginning of each year, each nine (9) month and ten (10) month employee will be credited with three (3) personal days off. Each twelve (12) month employee will be credited with three (3) days personal leave at full pay. Unused personal days will be allowed to accumulate up to six (6). Employees who leave district employment prior to the end of the contracted school year shall reimburse the District for any personal leave used which exceeds the employee's prorated share of personal leave based on the number of months the employee has worked. Reimbursement shall include deduction from salary and/or sick leave payoff.

8-11 Personal leave shall be granted to employees without limitation as to the purpose for the first two (2) days. If employees are entitled to any accumulated personal days, an explanation must be made in writing to the superintendent as to the purpose and shall be granted at his discretion. Such leave shall not be unreasonably denied.

8-12 Personal days shall not be taken the day prior to or the day immediately following any vacation period or holiday except in the case of an emergency or by permission of the principal or supervisor.

8-13 Employees wishing to use personal leave shall notify their immediate supervisor of the intended use of a day's personal leave at least forty eight (48) hours prior to the date to be used except in cases of emergencies. In the latter case, notice should be given as early as possible.

#### 8-14 JURY DUTY LEAVE

Leave shall be granted, with no deduction in pay, for any support employee required to be absent from assigned duties by reason of his or her appearance as a witness or juror in a court of law. Leave in this category shall be limited to those instances in which the support employee's attendance is compelled by a duly issued subpoena or court summons. Any pay for jury duty will be reimbursed to the district.

#### 8-15 SICK LEAVE BANK (new 1995-96)

Language shall follow the teacher's master contract Article 8-20.

### ARTICLE IX GROUP INSURANCE

- 9-1 The school district agrees to offer group health and accident insurance to all support employees and their dependents. Employees will be given a written copy of the group health and accident insurance during the support members' first month of school or upon request.
- 9-2 The school district will pay 100% of the individual group health and accident insurance for all support employees who wish to participate for the full twelve month period commencing September 1 and ending August 31.
- 9-3 The school district will pay 100% of the group term life insurance for all employees who wish to participate for the full twelve month period commencing September 1 and ending August 31.
- 9-4 All members of the bargaining unit, at the support employee's option, may be provided insurance within the terms and conditions of the Lincoln County School District's group insurance plan.
- 9-5 Support employees may purchase dependent health and accident insurance coverage at no cost to the district.
- 9-6 Premiums paid by the district for support employee's insurance shall not be used in any way to pay for dependents insurance.

#### ARTICLE X PROTECTION FOR SUPPORT EMPLOYEES

- 10-1 The school trustees will provide liability insurance protection for any support employee who is acting within the limits of his responsibilities.
- 10-2 A support employee may restrain a pupil when it is essential for self-defense or for the protection of other persons or property.
- 10-3 This agreement shall not be interpreted as providing an all inclusive statement of the rights and privileges of the support employee and the school trustees.
- 10-4 All support employees will be provided access during normal work hours to the District, school or work site web sites.

#### ARTICLE XI CORRECTIVE DISCIPLINE AND TERMINATION

##### 11-1 Corrective Discipline

Corrective and disciplinary action is designed to provide a fair and structured way for employees to improve their job performances and/or behaviors which does not meet the standards or demands of their positions, and to provide a system for fair and equitable treatment of all employees.

- a. The District will, through a corrective discipline system, give employees an opportunity to improve their job performances and/or behaviors which do not meet the standards or demands of their positions. The goal of the corrective discipline system is to correct or improve unsatisfactory performance / behavior, and the measures utilized will be commensurate with the deficiency to be corrected.
- b. If disciplinary action is deemed necessary, the following steps will be taken:
  - 1. Verbal Warning/Reprimand - A verbal warning or reprimand is given to the employee for the first occurrence of a minor offense. A warning is administered by the employee's immediate supervisor.
  - 2. Written/reprimand - A written or formal warning is given to the employee in the first instance for more serious offenses or after repeated instances of minor offenses. The warning is administered by the employee's immediate supervisor. It states the nature of the offense and specifies any future disciplinary action which will be taken against the employee if the offense is repeated within a specified time limit. A copy of the written warning is placed in the employee's personal file, but it is destroyed twelve (12) months following the date on which it was given if the intervening service has been satisfactory. The employee is required to read and sign the formal warning.
  - 3. Suspension Without Pay - If, despite previous warnings, an employee still fails to reach the required standards in the specified time frame, the employee may be suspended without pay. Under suspension, the employee is barred from working for a period of time, and his/her salary is docked accordingly. Suspension without pay actions could range from one (1) to twenty (20) days.

An employee may also be placed on suspension without pay pending discharge. A decision to suspend pending discharge is made based on the reasons for the discharge, and is generally utilized when the employee is suspected of gross misconduct, or when his/her continued presence during the investigation period would be a disruption to normal district business.
- c. Dismissal-An employee who fails to correct unsatisfactory performance/behavior during previous steps in the progressive discipline procedure will be terminated.

## 11-2 Termination

- a. Resignation - An employee who resigns shall submit his/her resignation in writing to the District and give at least two (2) weeks notice.
- b. The Association agrees that in the event any employee resigns on or after July 15, of the year in which the contract is tendered for the ensuing contract year that should Lincoln County School District suffer a financial burden of at least five percent of the base salary of the adopted support employees' salary schedule in

locating a replacement employee that said employee shall pay Lincoln County School District five percent of the base salary of the adopted support employees' salary schedule as liquidated damages in the event the employee resigns on or after July 15 of the year in which the contract is tendered for the ensuing contract year. This provision may be waived if mutually agreed by the employee and the District.

- 11-3. Probationary Employee Termination - If, during the probationary period of one (1) year, an employee's performance or conduct is not overall satisfactory or he/she fails to qualify medically for reasons that render such person unqualified for the position, the employee may be terminated. The probationary employee shall be evaluated three times during first year probationary period. The evaluation will be performed by the employee's immediate supervisor. Each evaluation will then be presented to the superintendent. The evaluation will be reviewed with the employee, immediate supervisor and the superintendent in attendance.

Every probationary support employee being terminated will be entitled to the following:

- a. The support employee will be notified in writing before the 15th day of April. This notification will include a written statement declaring, clearly and explicitly, the specific reason(s) for the termination of his/her services.
- b. The support employee may, within ten (10) days of the receipt of the statement of reasons, appeal the termination through the grievance procedure.

11-4. Post-probationary Employee Termination

A post-probationary employee may be terminated or subject to disciplinary action if his/her performance or conduct is not overall satisfactory for the following reasons:

- a. Inefficiency
- b. Immorality
- c. Unprofessional conduct
- d. Insubordination
- e. Neglect of duty
- f. Physical or mental incapacity
- g. Conviction of a felony-or of a crime involving moral turpitude
- h. Inadequate performance
- i. Evident unfitness for service
- j. Failure to comply with such reasonable requirements as a board may prescribe
- k. Failure to show normal improvement and evidence of professional training and growth
- l. Advocating overthrow of the government of the United States or of the State of Nevada by force, violence, or other unlawful means, or the advocating of teaching communism with the intent to indoctrinate pupils to subscribe to communistic philosophy
- m. Willful neglect or failure to observe and carry out the requirements of this title
- n. Dishonesty

In determining whether the professional performance of a support employee is inadequate, consideration shall be given to the regular and special evaluation reports prepared in

accordance with the District Policy.

#### 11-5. Consideration Before Termination

Prior to termination, excluding termination pursuant to sections 3 and 6 of this article, an employee shall be given a warning and a reasonable time to rectify the problem. This warning will include:

- a. A precise definition of the problem in terms of professional deficiency
- b. A precise set of expectations delineating what level of performance would constitute acceptable performance in the problem areas defined. A prescription for remediation which spells out courses of action and time-expectations so the support employee involved can reach an acceptable level of performance
- c. A prescription for assistance by the principal or immediate supervisor which spells out courses of action and time lines whereby the support employee will be assisted and counseled in improving the level of performance to an acceptable level.

According to the gravity of the offense, employee discipline short of termination may consist of oral warning, written reprimand, or suspension.

Any incident or situation that arises during the current school year that could possibly be cited as a reason for termination will be discussed promptly with the support employee.

The District reserves the right, as a form of discipline, to place an employee on probation for a period not to exceed ninety (90) days in an effort to further evaluate and rehabilitate the employee.

#### 11-6 Abandonment of Work

An employee absent from work in excess of three (3) days without a satisfactory explanation shall be considered to have abandoned his/her job and shall be terminated.

#### 11-7 Just Cause

No employee shall be disciplined, suspended, dismissed, non-renewed, or terminated without just cause.

### ARTICLE XII SAFETY AND HEALTH

- 12-1 An employee, believing any working condition is unsafe, shall immediately notify his/her immediate supervisor. The employee has the right to refuse to expose him/herself to immediate danger created by an unsafe working condition when such danger threatens substantial bodily harm. The employee having given notice of the condition to his/her immediate supervisor, shall be subject to assignment to another duty while the condition is being investigated and/or corrected. It is the responsibility of the supervisor to determine if

the condition is or may be unsafe. If such determination is made, the employee shall be assigned to another duty or another location while the condition is being corrected.

- 12-2 Should the supervisor conclude that the working condition is safe, and the employee insists to the contrary, the employee shall continue to work until the matter can be resolved between the District and the Association through the grievance procedure.

### ARTICLE XIII SUPPORT EMPLOYEE PERSONNEL FILES

- 13-1 A copy of each written report, comment, or reprimand concerning a support employee which the school district places in the support employee's personnel file shall be provided that support employee prior to placement in the personnel file. The support employee shall sign the personnel file copy of the report, comment, or reprimand as acknowledgment of receipt of a copy of the document. Such signature shall not be construed as agreement to the contents of the document. Any negative document shall not remain in the personnel file for more than period of two years, as long as there is no reoccurrence of the same instance.
- 13-2 The superintendent shall maintain, for official school district purposes, one (1) personnel file and one (1) medical information file for each Employee. These files shall be kept under conditions that insure their integrity and safe keeping.
- 13-3 In the event an Employee is charged with civil or criminal charges and cleared of said charges, there shall be no documentation or reference to it in the Employee's personnel file.
- 13-4 An Employee shall be given a copy of all material prior to its being placed in the personnel file and shall date and sign the material prior to its placement in the file. The Employee shall have the right to examine his/her personnel file. Anonymous materials shall not be placed in the file. An Employee shall have the right to contest placement of unsubstantiated and inappropriately placed materials in the personnel file through the grievance process. In addition, the Employee may within a ten day period submit a written response to any material placed in the personnel file. This written response shall then be attached to the appropriate file material and placed in the file.
- 13-5 In a specific personnel action no use may be made of any material which has not been properly placed in the official personnel file as directed in 13-4.

### ARTICLE XIV SUPPORT EMPLOYEES EVALUATION AND SUPERVISION

- 14-1 Support employees will be evaluated according to the Lincoln County School District Regulations. The evaluation will be conducted, at a minimum, on a yearly basis with his/her immediate supervisor. The employee must sign the document to the effect he/she agrees with the evaluation. In the event he/she does not concur, he/she may indicate so,

and is entitled to an appeal to the Superintendent, or Board of Directors, whichever is the next level of management.

- 14-2 No written periodic evaluation report or written reprimand concerning a support employee will become a part of the support employee's personnel file without the support employee being presented a copy signed by both the support employee and the evaluator thereof, and being given the opportunity to discuss the matter with the principal or supervisor.
- 14-3 The LCASP will be invited to provide input regarding the evaluation instrument adopted by the Lincoln Co. School District

#### ARTICLE XV NONDISCRIMINATION

- 15-1 The parties agree to comply with NRS 288.270 in its entirety with regards to nondiscrimination.

#### ARTICLE XVI RETIREMENT

- 16-1 The school district agrees to pay 100% of the support employee's contribution to the State Retirement System.

#### ARTICLE XVII DUES DEDUCTION

- 17-1 The school trustees agree to deduct dues from the salaries of the employees covered by this agreement. Such deductions shall be made in accordance with the provisions of the dues authorization form solely for those employees who have voluntarily executed such forms. These monies shall be transmitted promptly to the Lincoln County Support Employee Association.
- 17-2 The association will certify to the school district in writing the current rate of membership dues. The school district will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
- 17-3 Deduction of association dues shall be made on the average monthly basis, equal to the annual amount, and may be requested by new members at any time during the school year.

#### ARTICLE XVIII TRANSFER

- 18-1 The intent of this Article is to facilitate the transfer of education support employees as provided in NRS 288 when such transfers are necessary or requested.

- 18-2 Transfer is the movement from 1 job classification to another or the change of work locations. Assignment is defined as the job of an employee.
- 18-3 A voluntary transfer is initiated by the employee.
- 18-4 An involuntary transfer is initiated by the District.
- 18-5 Involuntary transfers may be initiated due to decline in enrollment, the closing of a school, a change in formula allocation, a change in program, or any other condition that would require reducing the number of education support employee assigned to a school, work location, or to a program within a school.
- 18-6 For purposes of involuntary transfers, Seniority shall be based on the amount of working time spent in Lincoln County School District, as long as the employee meets the qualifications of the job. The employee at the work site with the least seniority in the job classification to be affected will be identified for involuntary transfer.
- 18-7 A non-returning position is defined as a job classification at a particular site or within a particular program that must be authorized each school year. 18-8 Education support employees shall not be transferred because of the transfer of an administrator or supervisor unless the transfer is voluntary and unless the transfer is to a vacant position.
- 18-9 No transfer shall be initiated or imposed for disciplinary reasons.
- 18-10 No reduction shall take place in the hourly rate of pay of an education support employee upon an involuntary transfer. Disciplinary actions may affect pay, but not reduce the hourly rate of pay. An employee involuntarily transferring into a position that is paid less than the employee's current hourly rate of pay will remain at the same rate of pay until the employee's new hourly rate of pay increases in their new position.
- 18-11 An employee may initiate a voluntary transfer request by contacting the appropriate administrator where the posted vacancy exists.
- 18-12 A request for voluntary transfer will be accepted and given consideration along with new applications when a vacancy exists-as long as the employee has the qualifications and experience in that job classification. Placement on the salary matrix will be determined by the following guidelines:
1. Start at step one of the new classification plus verified experience credit of up to five years in that specific classification.
  2. Start at the step on the new classification column which gives an equal or greater hourly rate as they would get in the coming year on the previous classification.
  3. Stay at the current level until the number of years catch up to the current salary. (Like administrators).

18-13 In the event it is necessary to involuntarily transfer an employee the following procedure shall be used:

- a. The appropriate administrator shall review the needs of the school, department, or program.
- b. The employee with the least seniority as defined in Article 18-7 will be transferred.
- c. In the event that there is no vacancy available, the provisions of Article 19, Reduction in Force, will apply.

18-14 A temporary employee may be hired and assigned to any work location for up to thirty (30) days in response to temporary requirements for work.

18-15 An employee may be transferred to any work location for up to (30) days in response to emergency conditions.

18-16 The work location of maintenance employees shall be the district at large.

#### ARTICLE XIX REDUCTION IN FORCE POLICY

19-1 The School District retains the right to determine when a reduction in force/layoff is necessary, the number of individuals whose position must be reduced or laid off pursuant to this Article, and the areas within which such reductions in force will occur. The District agrees to notify and consult with the Association prior to a RIF and will make available to the Association all relevant information upon request.

19-2 Subject to the determinations set forth in 19-1 above, the School District agrees to the following:

- a. Attrition by resignation and retirement shall be utilized as the first step of staff reduction within each affected job classification. An incentive for retirement may be used with mutual agreement of the School District and the Association.
- b. Any additional reductions will be determined by the District's administration. They shall determine the area, subject, or programs that will lose positions. A seniority system will be used in determining further reductions of personnel.

19-3 For the purpose of implementing a reduction in force of current employed school support employees, the District shall by seniority with each job classification where reduction will occur, reduce the school support employee with the least seniority first.

19-4 Seniority shall be based on the amount of working time spent in Lincoln County School District. Before a support worker is released due to reduction in staff, he/she shall be given an opportunity to transfer to another position in the same classification(s) that a RIF is

- occurring in which he/she has seniority.
- 19-5 Seniority begins on the first paid day of work. In the event two or more support employees have the same seniority in the same job classification, the tie breaker shall be done by: (1) making any support employee with seniority in any other classification the most senior over newly hired employees; and (2) drawing of lots no later than thirty (30) calendar days after they begin working.
- 19-6 The School District will provide the Association with an accurate Seniority List no later than November 1st of each school year unless otherwise mutually agreed upon by the LCASP President and the LCSD Superintendent.
- 19-7 Released support employees shall be placed on a Recall List that shall be established by seniority. Each school support employee placed on the Recall List shall be reinstated to new or vacant positions within job classifications in which they have seniority proceeding with the most senior through the least senior. Recall rights shall remain in effect one (1) school calendar year. The School District shall notify support employees placed on leave of absence of subsequent vacancies by mail to the last address registered by the support employee with the School District personnel office.
- 19-8 The support employee must respond to the School District office within 10 working days of their desire to be re-employed, If the School District is not notified that support employee's name will be removed from the Recall List and no further offers will be made.
- 19-9 Current or RIF'd employees of the bargaining unit will not be replaced by subcontract employees.

## ARTICLE XX COMPENSATION

- 20-1 The 2012-13 / 2013-14 Salary matrix Appendix A shall be attached to this negotiated agreement as Salary Matrix Appendix without change. All employees will be placed on the salary matrix attached as Appendix A which reflects an:

Addition of Step 17 which would reflect a 3% increase from the previous step of each job column.

All step increases and other appropriate salary increases contained herein shall be applied July 1, 2012, and as necessary until such a time a successor contract is negotiated and duly enacted.

The LCASP reserves the right to renegotiate salary if any other association recognized by the Lincoln County School District negotiates any salary increases higher than those negotiated in their respective 2012-2013 contract agreements.

- 20-2 Longevity pay will be paid three hundred and fifty dollars (\$350) every six months to each employee that has reached the top of a particular grade on the salary matrix schedule (Appendix A).

- 20-3 The Superintendent has the option to place new hires based on experience up to Step 5 of the Salary Matrix (Appendix A).
- 20-4 The Board will offer employees a retirement incentive of four (4)% per year for the final two (2) years of service. This benefit would be offered to all employees who successfully complete fifteen (15+) years of service in Lincoln Co. School District.
- 20-5 The Board may purchase two (2) years retirement for employees who have successfully completed twenty (20+) years of full time (as defined in Article 2-2) service with Lincoln Co. School District.
- 20-5-1 The Lincoln County School District recognizes that there are classified employees that can work and receive PERS until their thirty-sixth year of employment. The Lincoln County School District may purchase retirement for this group of employees past their thirtieth (30) year of service in Lincoln County.
- 20-6 Based on their contract year, employees will be given the option of receiving their monthly salary in nine (9), ten (10) or twelve (12) equal payments.
- 20-7 After percentage (%) increases are calculated, employees who previously received the ten dollars (\$10) dental benefit will have two options:
1. A one hundred twenty dollar (\$120) increase to the employees yearly salary, referred to as "2003 Negotiated Agreement A".
  - or
  2. A lump sum paid to the employee of one hundred twenty dollar (\$120), issued once a year in November, referred to as "2003 Negotiated Agreement B".
- This benefit ends upon retirement or leaving employment with Lincoln County School District. An employee's window to change his/her "2003 Negotiated Agreement" option is to be reported on the personnel letter sent to employees by the district each February.
- 20-8 Paraprofessional aides that are assigned to utilize Bi-Lingual skills on the job will receive an additional two percent (2%) to their monthly salaries. Any other employee asked to perform the same Bi-Lingual service will be paid time and a half for their services.
- 20-9 Employees that earn sixteen (16) credits (calculated as undergraduate), that have been taken from an accredited college or university, will receive a four percent (4%) increase on the salary matrix schedule. This 4% increase is applied to the employee's current salary at time paid and may be received up to a maximum of four (4) times. The four (4) time maximum may be increased to a maximum of eight (8) times if on qualification for the fourth increase the employee 1) has at least 64 college level credits earned pursuant to this section; 2) is certified by the Nevada Department of Education to be a substitute teacher in Nevada; and 3) is pursuing a course of study approved by an accredited college or university leading to a Bachelor of Arts or Science and Nevada teacher licensure.
- 20-10 School Bus Trip Rate: Drive Time = \$17.50, Wait Time = Current Minimum Wage

ARTICLE XXI  
HOURS AND WORKING CONDITIONS

- 21-1 Work hours shall conform with the school day or the needs of the buildings or jobs involved. The normal work week will be Monday through Friday. This normal work week may be adjusted, with the consent of the employee, to allow for weekend cleaning of restroom or locker room facilities.
- 21-2 Full-time Food Service, custodians and maintenance employees shall be given a duty free lunch period daily. Any employee not relieved of duty for the thirty (30) minute lunch period will be given the option of a daily early release or paid in conformance with the LCSD Policy C9/11.
- 21-3 Full-time Food Service, custodians, and maintenance employees shall have two fifteen (15) minute breaks scheduled with their immediate supervisor's approval and shall conform with LCSD Policy No. C-11.
- 21-4 Overtime is any time that any employee works over forty (40) hours a week and shall conform with LCSD Policy No. C-3, Non-Exempt Employees. Hours are to be paid at one and a half (1 ½) times the employee's hourly wage. Any Extra-curricular assignments are excluded from this overtime provision.
- 21-5 Call back is any time that any employee is called back to work, by his supervisor and/or emergency personnel, during the employee's non-working hours and shall conform with LCSD Policy No. C-3, Non-Exempt Employees. Any call back time would be paid the same as overtime. Minimum call back time will be one (1) hour paid at one and a half (1 ½) times the employee's hourly wage.
- 21-6 Maintenance and custodial employees shall work a regular eight (8) hour day for the student's traditional school year. For any other non-contracted workdays, the employee will be paid at the overtime rate.
- 21-7 No custodian will be held accountable for conditions of facilities when they are not on duty when the facilities are used by the employee organizations, employees, students or community unless scheduled by their immediate supervisor. If a custodian is required to work over the weekend to clean rest room or locker room facilities, except as provided in 21-1 above, they will be paid double time.
- 21-8 Four Day School Week
- a. The District will negotiate over the impacts and effects of any decision to implement a 4 day school week at school sites other than school sites in Alamo;
  - b. No classified employee of the recognized bargaining unit employed in work sites implementing a 4 day school week loses salary, hours of work, benefits, or any other right provided by the negotiated agreement solely due to the change to a 4 day work week;

- c. Article 21-6 is waived for maintenance and custodial staff to work up to ten (10) hours per day;
- d. The language in this section supersedes any conflicting language in this negotiated agreement;
- e. The District will negotiate over the impacts and effects of any decision to return from a 4 day work week to a 5 day work week.

- 21-9 All employees who report for work for the District Back to School meeting will be able to trade this work day with another scheduled workday/professional development day with their supervisor's approval.

## ARTICLE XXII SUCCESSORSHIP CLAUSE

- 22-1 The District agrees to not convey or transfer or cause to convey or transfer it's operations to a new employer and/or charter school without first securing the agreement of the successor to assume the District's obligations under this agreement.

## ARTICLE XXIII GENERAL SAVING CLAUSE

- 23-1 It is not the intent of either party hereto to violate the laws of the State of Nevada or of the United States. The parties agree that in the event any provision of this agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into immediate negotiations thereon. The remainder of the agreement shall remain in full force and effect.

## ARTICLE XXIV TERMS OF AGREEMENT

- 24-1 This agreement shall become effective July 1, 2012, and will continue until June 30, 2014, or such time there after that a successor contract is negotiated and ratified by both parties or on that date that a new contract is awarded by an arbitrator.

In witness thereof, the parties have thereunto set their hands this

14<sup>th</sup> day of February, 2013.

LINCOLN COUNTY  
BOARD OF SCHOOL TRUSTEES



PRESIDENT

LINCOLN COUNTY ASSOCIATION OF  
SCHOOL PERSONNEL



PRESIDENT

# LINCOLN COUNTY SCHOOL DISTRICT

## Lincoln County Association of Support Personnel

2012 - 2013

2013 - 2014

Hourly Rate

Step	Food Service				Food Service		Cust. 1	Cust. 2	Bus Driver	Maint.
	Parapro	CYC Parapro	Secy	Manager	Assistant					
1	15.72	16.16	17.35	17.41	11.89	14.55	15.93	13.58	17.95	
2	16.16	16.66	17.68	17.74	12.24	14.88	16.26	13.95	18.27	
3	16.60	18.10	18.02	18.06	12.59	15.22	16.59	14.30	18.56	
4	17.02	18.53	18.37	18.40	12.95	15.53	16.92	14.64	18.88	
5	17.46	18.98	18.70	18.72	13.29	15.86	17.24	15.00	19.16	
6	17.90	19.42	19.04	19.05	13.63	16.19	17.57	15.34	19.48	
7	18.34	19.84	19.39	19.39	14.00	16.54	17.90	15.69	19.77	
8	18.77	20.28	19.71	19.70	14.33	16.85	18.24	16.06	20.07	
9	19.21	20.70	20.05	20.04	14.69	17.18	18.56	16.40	20.39	
10	19.64	21.13	20.39	20.38	15.03	17.51	18.89	16.75	20.70	
11	20.06	21.58	20.75	20.71	15.37	17.84	19.22	17.10	21.00	
12	20.50	22.02	21.08	21.02	15.74	18.18	19.54	17.45	21.29	
13	20.94	22.45	21.41	21.56	16.09	18.49	19.86	17.80	21.61	
14	21.64	22.88	21.76	21.68	16.44	18.81	20.19	18.16	21.90	
15	21.81	23.32	22.09	22.01	16.80	19.41	20.54	18.50	22.21	
16	22.68	24.18	22.76	22.66	17.15	19.80	21.20	18.86	22.82	
17	23.36	24.91	23.44	23.34	17.66	20.39	21.84	19.43	23.50	

Bus driver trip rate: Drive time - \$17.50 , Wait time - Current Minimum Wage